

COLFAX CITY COUNCIL MEETING REGULAR SESSION AGENDA

City Council Chambers
33 S. Main Street, Colfax, CA.

June 27, 2012

6:00 PM (Closed Session)

7:00 PM (Regular Session)

Last Ordinance
#517

Last Resolution
24-2012

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the building & safety director, (530) 346-2313. Notification 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibilities to this meeting.

1. OPENING

- A. Call to Order
- B. Roll Call

2. PUBLIC COMMENT

3. CLOSED SESSION

Conference with Real Property Negotiators pursuant to Government Code Section 54956.7.

Property: Sierra Property Billboards

Agency Negotiators: City Manager Bruce Kranz and Land Use Attorney Brigit S. Barnes

Negotiating Parties: City of Colfax and Sierra Property Development

Under Negotiation: price and terms of payment.

Conference with Legal Counsel—Anticipated Litigation

Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9

Number of potential cases: 1

4. OPENING

- A. Pledge Of Allegiance
- B. Announcement of Action Taken at Closed Session
- C. Approval of Agenda Order

This is the time for changes to the agenda to be considered including removal, postponement or change to agenda sequence.

Recommended Action: By motion accept the agenda as presented or amended.

Members of the public who addresses the Council shall do so in an orderly manner. No person shall yell or make profane or threatening remarks to any member of the Council, staff or general public. No person shall engage in disorderly or boisterous conduct, including the utterance of loud, threatening or abusive language, whistling, stamping of feet, clapping, or other acts that unreasonably disturb, disrupt, delay or otherwise impede the orderly conduct of any Council meeting. Except as allowed by rules of order, a councilmember or staff person shall not by conversation or other means delay the Council proceedings or disturb any other councilmember or staff person while speaking.

5. CITY COUNCIL COMMITTEE REPORTS

The purpose of these reports is to provide information to the City Council and public on projects and programs that are discussed at committee meetings. No decisions are to be made on these issues. If a Council member would like formal action on any of these discussed items, it will be placed on a future Council Agenda

6. INFORMATION REPORTS FROM STAFF AND OTHERS

7. CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion with a roll call vote. There will be no separate discussion of these items unless persons request specific items to be removed from the Consent Agenda for discussion and separate action. Any items removed will be considered after the motion to approve the Consent Agenda. If you wish to have an item pulled from the Consent Agenda for discussion, please notify the City Clerk.

RECOMMENDED ACTION

A. Minutes: June 13, 2012
June 18, 2012

Receive and File

B. Cash Balance Summary: May 31, 2012

Receive and File

C. Consideration of Adoption of Resolution No. 25-2012: A Resolution of the City Council of the City of Colfax Approving Contract With County Of Placer, Department Of Health And Human Services For Animal Control And Care Services For Fiscal Year July 1, 2012 – June 30, 2015

*Adopt Resolution No.
25-2012*

D. Consideration of Adoption of Resolution No. 26-2012: A Resolution Of The City Council Of The City Of Colfax Authorizing The City To Enter Into An Employment Agreement With Bruce L. Kranz As City Manager

*Adopt Resolution No.
26-2012*

CONSENT ITEMS PULLED FOR DISCUSSION

8. PRESENTATIONS

Presentation by Sgt. Ty Conners to retiring PCSO Volunteer, Bruce Alexander.

9. PUBLIC COMMENT

At this time, members of the audience are permitted to address the City Council on matters of concern to the public not listed on this agenda. Please make your comments as brief as possible, comments should not exceed three (3) minutes in length. The Council cannot act on items not included on this agenda; however, if action is required it will be referred to staff.

10. PUBLIC HEARING

Notice to Public

City Council, when considering a matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation, when applicable, by Applicant or Appellant
4. Accept Public Testimony
5. When applicable, Applicant or Appellant rebuttal period
6. Close public hearing (No public comment is taken hearing is closed)
7. Council comments and questions
8. City Council action

Public hearings that are continued will be so noted. The continued public hearing will be listed on a subsequent council agenda and posting of that agenda will serve as notice

11. COUNCIL BUSINESS

12. ADJOURNMENT

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to said public hearing.

AGENDA POSTED, June 22, 2012
at City Hall and Post Office locations



Karen Pierce, City Clerk

Minutes
City Council Meeting
June 13, 2012

1. OPENING

Mayor Harvey called the meeting to order at 6:00pm.

Present and answering roll call were Council members Roberts, Delfino, Barkle, Alpine and Mayor Harvey.

2. PUBLIC COMMENT

There was no public comment

3. CLOSED SESSION

Mayor Harvey called the closed session to order at 6:03pm

Conference with Legal Counsel—Anticipated Litigation
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9
Number of potential cases: 1

Conference with Legal Counsel—Anticipated Litigation
Initiation of litigation pursuant to subdivision (c) of Government Code Section 54956.9
Number of potential cases: 1

Mayor Harvey closed the closed session at 6:39pm.

4. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 7:00pm.

Kyle Sutherland led the Pledge of Allegiance

Mayor Harvey stated that there was no reportable action taken in Closed Session.

A motion was made by councilwoman Roberts and seconded by councilman Delfino to approve the agenda as presented. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey

NOES:

ABSENT:

ABSTAIN:

5. CITY COUNCIL COMMITTEE REPORTS

Councilman Delfino reported on the SEDCorp meeting

Councilwoman Roberts reported on attending the Placer County Parks and Recreation meeting with the City Manager.

Mayor Harvey reported on the Placer County Community Services meeting.

6. INFORMATION REPORTS FROM STAFF AND OTHERS

City Manager, Bruce Kranz reported on the following:

- Update on County Parks Commission is in support of the Splash Park.
- Pond 3 Liner Project bids were opened today.
- CDBG has agreed to score the City's application.

Sgt. Ty Conners introduced Detective Matt Hardcastle who will be working in the City and gave an update on staffing for the July 3 event.

Gabe Armstrong, Community Services Director gave update on repairs to the railroad tracks across Grass Valley St. and noted that the counter in City Hall will be lowered for wheel chair access.

7. CONSENT AGENDA

- | | <u>ACTION TAKEN</u> |
|---|---------------------------------------|
| A. Minutes: May 23, 2012 | <i>Received and Filed</i> |
| B. Consideration of Approval for Street Closures July 3 Events | <i>Approved Closure</i> |
| C. Consideration of Adoption of Resolution No. 20-2012: A Resolution Of The City Council Of The City Of Colfax Authorizing The City Manager To Execute An Agreement With Richardson & Co To Provide Annual Audit Services | <i>Adopted Resolution No. 20-2012</i> |
| D. Consideration of Adoption of Resolution No. 21-2012: A Resolution of the City Council of the City of Colfax Declaring an Election to be held in its Jurisdiction; Requesting the Board of Supervisors to Consolidate this Election with any other Election Conducted on said date; and Requesting Election Services by the County Clerk; and Declaring Positions to be Vacated | <i>Adopted Resolution No. 21-2012</i> |
| E. Consideration of Adoption of Resolution No. 22-2012: A Resolution of the City Council of the City of Colfax Authorizing the City Manager to Enter into the Water and Waste System Grant Agreement with the U.S. Department of Agriculture Rural Utilities Service (USDA) | <i>Adopted Resolution No. 22-2012</i> |

A motion was made by councilman Delfino and seconded by councilwoman Barkle to approve the consent agenda as presented. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT:
ABSTAIN:

8. PUBLIC COMMENT

Mary George, Colfax Library invited council and the community to a strategic planning meeting and thanked council for all the work they do.

Councilman Delfino introduced Boy Scout Troup 286 who are attending to earn their merit badges.

Foxy McCleary, resident requested that the mural fee of \$100 would be waived for a mural she wishes to paint on the Sierra Vista Center.

City Manager, Bruce Kranz stated that the City would waive the fees, but that the mural would have to be approved by council.

9. PUBLIC HEARING

10. COUNCIL BUSINESS

A. Consideration of Adoption of Resolution No. 23-2012: A Resolution Of The City Council Of The City Of Colfax Adopting The Final Annual Operating Budget For Fiscal Years 2012-2013 and 2013-2014.

City Manager, Bruce Kranz and Finance Consultant, Laurie VanGroningen went over the budget.

Speaking from the public was:
Foxy McCleary

Council discussed. A motion was made by councilman Delfino and seconded by councilwoman Barkle to adopt Resolution No. 23-2012. The motion was passed by the following vote:

AYES: Roberts, Delfino, Barkle, Alpine and Mayor Harvey
NOES:
ABSENT:
ABSTAIN:

11. PRESENTATION

12. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 7:50pm.

Minutes
City Council Meeting
June 18, 2012

1. OPENING AND AGENDA APPROVAL

Mayor Harvey called the regular meeting to order at 3:03pm.

Present and answering roll call were Council members Roberts, Delfino, Alpine and Mayor Harvey.

Alan Mitchell led the Pledge of Allegiance

2. COUNCIL BUSINESS

A. Consideration of Adoption of Resolution No. 24-2012: A Resolution Of The City Council Of The City Of Colfax Determining That Campbell Construction Is The Lowest Responsive, Responsible Bidder On The Pond 3 Liner Project And Authorizing The City Manager and Mayor To Execute All Necessary Documents And Take All Actions To Complete The Pond 3 Liner Project, And Appropriating Sufficient Funds To Pay For The Pond 3 Liner Project.

City Engineer, Alan Mitchell went over the staff report. There was no public comment. Council discussed. A motion was made by councilman Delfino and seconded by councilman Alpine to adopt Resolution No. 24-2012 and authorize the City Manager to execute a Construction Contract with Campbell Construction Co., Inc., in the amount of \$2,395,000 for the Pond 3 liner project, and authorize the City Manager to take all actions necessary to complete the Project and appropriate sufficient funds to pay for the construction of the Project. The motion was passed by the following vote:

AYES: Roberts, Delfino, Alpine and Mayor Harvey

NOES:

ABSENT: Barkle

ABSTAIN:

Councilman Delfino wanted in noted in the minutes that a representative from the Colfax Record was not present at this meeting and that important issues like this one continue to go unpublished in the local news paper.

3. PUBLIC COMMENT

There was no public comment

4. CLOSED SESSION

Mayor Harvey adjourned the regular meeting to Close Session at 3:08. Mayor Harvey called the regular meeting back to order at 3:40 and stated that there was no reportable action taken during closed session.

5. ADJOURNMENT

Being no further business to come before council by voice vote the meeting was adjourned at 3:40pm.

**City of Colfax
Cash Summary
May 31, 2012**

	Balance 04/30/2012	Debits	Credits	Transfers	Balance 05/31/2012
Bank of America - Checking	\$ 42,420.31		\$ (17.60)		\$ 42,402.71
Bank of America - Savings	\$ 33,269.83	\$ 3.10			\$ 33,272.93
US Bank	\$ 18,324.72	\$ 481,784.49	\$ (528,599.86)		\$ (28,490.65)
LAIF	\$ 850,756.14	\$ 225,000.00			\$ 1,075,756.14
Collateral Deposit (BofA)	\$ 40,000.00				\$ 40,000.00
Total Cash - General Ledger	\$ 984,771.00	\$ 706,787.59	\$ (528,617.46)	\$ -	\$ 1,162,941.13
Petty Cash (In Safe)	\$ 300.00				\$ 300.00
Total Cash	\$ 985,071.00	\$ 706,787.59	\$ (528,617.46)	\$ -	\$ 1,163,241.13

Change in Cash Account Balance - Total \$ 178,170.13

Attached Reports:

1. Cash Transactions Report (By Individual Fund)		
2. Check Register Report (Accounts Payable)	\$ (405,474.73)	AP
3. Cash Receipts - Daily Cash Summary Report	\$ 493,928.68	CR, CD
Payroll Checks and Tax Deposits	\$ (40,796.62)	PR
Utility Billings - Receipts	\$ 130,645.35	UB
Bank service charges and Interest	\$ (132.55)	DT, RE, BL, GJ
	<u><u>\$ 178,170.13</u></u>	

Prepared by: Laurie Van Groningen 6/5/12
Laurie Van Groningen, Finance Consultant

Reviewed by: Bruce Kranz 6/14/12
Bruce Kranz, City Manager

CASH TRANSACTIONS REPORT

MONTH: MAY
City of Colfax

Page: 1
6/5/2012
5:40 pm

	Beginning Balance	Debit	Credit	Ending Balance
Fund: 100 - GENERAL FUND	6,803.18	288,955.62	166,190.30	129,568.50
Fund: 120 - LAND DEVELOPMENT FEES	-4,867.53	4,563.80	2,934.75	-3,238.48
Fund: 210 - MITIGATION FEE - TRAFFIC	79,069.97	0.00	0.00	79,069.97
Fund: 211 - MITIGATION FEE - DRAINAGE	2,923.28	0.00	0.00	2,923.28
Fund: 212 - MITIGATION FEE - TRAILS	45,464.73	0.00	0.00	45,464.73
Fund: 213 - MITIGATION FEE - PARK & REC	231,712.45	0.00	0.00	231,712.45
Fund: 215 - MITIGATION FEE - VEHICLES	145.54	0.00	0.00	145.54
Fund: 217 - MITIGATION FEE - D.T. PARKING	25,524.98	0.00	0.00	25,524.98
Fund: 218 - SUPPORT LAW ENFORCEMENT	3,409.20	21,897.37	26,423.25	-1,116.68
Fund: 236 - CDBG - Economic Revitalization	-18,506.30	0.00	86.50	-18,592.80
Fund: 241 - HOUSING REHABILITATION	124,887.97	0.00	0.00	124,887.97
Fund: 244 - MICROENTERPRISE LENDING-CDBG	92,456.07	300.00	0.00	92,756.07
Fund: 250 - TRANSPORTATION	-56,481.19	80,498.00	51,214.80	-27,197.99
Fund: 252 - TRANSPORTATION IMPACT	61,309.04	0.00	0.00	61,309.04
Fund: 253 - GAS TAXES	70,614.31	9,138.99	470.30	79,283.00
Fund: 270 - BEVERAGE RECYCLING	18,872.66	5,000.00	0.00	23,872.66
Fund: 280 - Used Oil Grant UOG3-95-1432-31	-1,463.87	5,350.00	333.47	3,552.66
Fund: 286 - BRICKS	5,205.08	0.00	0.00	5,205.08
Fund: 292 - FIRE CAPITAL FUND	27,027.11	0.00	0.00	27,027.11
Fund: 343 - RECREATION CONSTRUCTION	11,552.25	0.00	0.00	11,552.25
Fund: 344 - PROP 40 - POOL IMPROVEMENT	-124,442.27	0.00	0.00	-124,442.27
Fund: 347 - DINKY WAY CLOSURE	-25,178.94	15,759.28	0.00	-9,419.66
Fund: 350 - STREETS IMPROVEMENT PROJECTS	194,216.06	0.00	9,955.75	184,260.31
Fund: 560 - SEWER	-628,894.50	112,779.62	116,382.37	-632,497.25
Fund: 561 - SCSWAD LIFT	235,508.46	22,470.63	5,972.46	252,006.63
Fund: 563 - WASTEWATER TREATMENT PLANT	-88,865.28	45,256.01	4,352.00	-47,961.27
Fund: 565 - GENERAL OBLIGATION BOND	19,416.32	2,977.63	0.00	22,393.95
Fund: 567 - I & I	383,816.81	31,780.30	0.00	415,597.11
Fund: 569 - Pond 3 Lining- I&I Repair	-7,148.98	0.00	100,283.17	-107,432.15
Fund: 570 - GARBAGE	-409,069.44	11,198.47	387.63	-398,258.60
Fund: 571 - 2% AB939	30,278.30	247.89	0.00	30,526.19
Fund: 572 - 27% LANDFILL	679,388.41	7,771.17	2,834.09	684,325.49
Fund: 998 - PAYROLL CLEARING FUND	87.12	40,842.81	40,796.62	133.31
Grand Totals:	984,771.00	706,787.59	528,617.46	1,162,941.13

Check Register Report

Date: 06/05/2012

Time: 2:31 pm

Page: 1

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
JS BANK Checks							
48365	05/10/2012	Printed		01203	ABBAY FLOORS & MORE	FINAL PAYMENT FOR CARPET	696.15
48366	05/10/2012	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WWTP WATER	12.45
48367	05/10/2012	Printed		01448	AMERIGAS - COLFAX	PROPANE FIRE DEPT	1,044.18
48368	05/10/2012	Printed		01460	AMERIPRIDE UNIFORM SERVICE	UNIFORMS	352.83
48369	05/10/2012	Printed		01500	ANDERSON'S SIERRA	POND 3 DEWATERING	551.13
48370	05/10/2012	Printed		02084	BRIGIT BARNES	PLANNING APRIL 2012	8,131.30
48371	05/10/2012	Printed		03650	CRANMER ENGINEERING, INC.	WWTP TESTING	1,042.00
48372	05/10/2012	Printed		04400	DIAMOND WELL DRILLING CO.	WWTP TESTING MARCH 2012	9,030.00
48373	05/10/2012	Printed		05500	EXTRA MILE DELIVERY SERVICE	WWTP TESTING	465.00
48374	05/10/2012	Printed		05501	EXWIRE	INTERNET MAY	109.95
48375	05/10/2012	Printed		06109	ROBIN FAIRES	TRAINING REIMBURSEMENT	175.00
48376	05/10/2012	Printed		07220	GENERAL WHOLESALE ELECTRIC	CITY HALL TESTER	46.55
48377	05/10/2012	Printed		08050	HACH COMPANY	WWTP POND 3 DEWATERING	2,367.77
48378	05/10/2012	Printed		08070	HANSEN BROS. ENTERPRISES	WWTP POND 3 DEWATERING	246.68
48379	05/10/2012	Printed		08159	HILL BROTHERS CHEMICAL CO.	WWTP CHEMICALS	4,947.30
48380	05/10/2012	Printed		08170	HILLS FLAT LUMBER CO	SUPPLIES	933.86
48381	05/10/2012	Printed		08660	HUNT AND SONS, INC.	GASOLINE PUBLIC WORKS	553.56
48382	05/10/2012	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING MARCH	1,973.04
48383	05/10/2012	Printed		06011	PELLETREAU, ALDERSON & CABRAL	LEGAL SERVICES APRIL	10,759.28
48384	05/10/2012	Printed		16035	PG&E	UTILITIES	17,157.95
48385	05/10/2012	Printed		16300	PLACER COUNTY WATER AGENCY	WATER	1,675.30
48386	05/10/2012	Printed		16200	PLACER COUNTY SHERIFF DEPT.	Q4 APRIL-JUNE 2012	136,975.00
48387	05/10/2012	Printed		16559	PLAZA TIRE AND AUTO SERVICE	FLAT REPAIR	15.00
48388	05/10/2012	Printed		18090	RAMOS	USED OIL FILTER PICK UP	30.00
48389	05/10/2012	Printed		18400	RIEBES AUTO PARTS	SUPPLIES	128.67
48390	05/10/2012	Printed		19210	SEMS TECHNOLOGIES, LLC	SOFTWARE SUBSCRIPTION SCADA	7,700.00
48391	05/10/2012	Printed		14295	SPRINT NEXTEL COMMUNICATIONS	CELL PHONES	341.83
48392	05/10/2012	Printed		22106	VAN GRONINGEN & ASSOCIATES	FINANCE CONSULTANT	3,217.50
48393	05/10/2012	Printed		22115	VERIZON CALIFORNIA	TELEPHONES	965.08
48394	05/10/2012	Printed		03133	WATER POLLUTION CONTROL SERV	WWTP OPERATIONS APRIL	7,569.50
48395	05/22/2012	Printed		01414	ALHAMBRA & SIERRA SPRINGS	WATER CITY HALL/CORP YARD	220.04
48396	05/22/2012	Printed		01650	AQUA SIERRA CONTROLS INC.	POND 3 DEWATERING	601.10
48397	05/22/2012	Printed		01661	ARC	POND 3 LINER	1,012.73
48398	05/22/2012	Printed		01673	GABE ARMSTRONG	MEDICAL INS. REIMBURSE MAY/JUN	1,562.00
48399	05/22/2012	Printed		02084	BRIGIT BARNES	CORRECTION TO BILLING ERROR	787.00
48400	05/22/2012	Printed		30020	MARYLOU BOONE	TAX ROLL REFUND	4,188.84
48401	05/22/2012	Printed		04260	DEPARTMENT OF WATER RESOURCES	DAM STORAGE FEES	10,223.00
48402	05/22/2012	Printed		07460	GOLD COUNTRY MEDIA	POND 3 RE-BID	292.56
48403	05/22/2012	Printed		08660	HUNT AND SONS, INC.	GASOLINE FIRE DEPT	761.11
48404	05/22/2012	Printed		16165	PLACER COUNTY ENVIRONMENTAL	WWTP HAZMAT FEES	893.00
48405	05/22/2012	Printed		16200	PLACER COUNTY SHERIFF DEPT.	BOOKING FEES APRIL	118.80
48406	05/22/2012	Printed		18193	RECOLOGY AUBURN PLACER	WWTP DEBRIS BOX	460.00
48407	05/22/2012	Printed		19279	SERVICE ENGINEERING	WWTP MOVED MAG SYSTEM	1,037.78
48408	05/22/2012	Printed		19700	STATIONARY ENGINEERS LOCAL 39	HEALTH INSURANCE JULY	9,210.00
48409	05/22/2012	Printed		23101	LARRY WALKER	NPDES/POND 3 DEWATERING	27,275.12

Check Register Report

Date: 06/05/2012

Time: 2:31 pm

Page: 2

CITY OF COLFAX

BANK: US BANK

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
US BANK Checks							
48410	05/23/2012	Printed		03164	CASH- PETTY CASH	COURTHOUSE ESCROW FEES	1,524.00
48411	05/31/2012	Printed		01414	REIMBURSEMENT		
48412	05/31/2012	Printed		01448	ALHAMBRA & SIERRA SPRINGS	WATER WWTP	12.45
48413	05/31/2012	Printed		03164	AMERIGAS - COLFAX	PROPANE CITY HALL	112.73
					CASH- PETTY CASH	PETTY CASH	13.05
					REIMBURSEMENT		
48414	05/31/2012	Printed		03571	CED-GRASS VALLEY	WWTP CHEMICALS	9,971.72
48415	05/31/2012	Printed		03491	CME SERVICES	POND 3 DEWATERING	16,912.29
48416	05/31/2012	Printed		03820	CWEA SIERRA SECTION	TRAINING	116.40
48417	05/31/2012	Printed		05501	EXWIRE	INTERNET	49.00
48418	05/31/2012	Printed		07460	GOLD COUNTRY MEDIA	I & I MITIGATION PROJECT	817.92
48419	05/31/2012	Printed		08084	HDR ENGINEERING, INC.	OPERATIONS MANUAL	4,352.00
48420	05/31/2012	Printed		12180	LAWRENCE & ASSOCIATES INC	LANDFILL MONITORING APRIL	230.11
48421	05/31/2012	Printed		16041	KAREN PIERCE	MILEAGE REIMBURSEMENT	97.01
48422	05/31/2012	Printed		16727	PONTICELLO ENTERPRISES	ENGINEERING APRIL	76,971.90
48423	05/31/2012	Printed		18110	RAY MORGAN COMPANY	CONTRACT 5/1-7/31/12	511.94
48424	05/31/2012	Printed		19070	SCORE - SMALL CITIES	WORKERS COMP 4/1-6/30/12	9,920.00
					ORGANIZED		
48425	05/31/2012	Printed		19197	SEDD,SIERRA ECONOMIC	MEMBER DUES 2012/2013	500.00
					DEVELOPMT		
48426	05/31/2012	Printed		19387	SIERRA FOOTHILL	WWTP TESTING	1,600.00
					LABORATORY,INC		
48427	05/31/2012	Printed		14295	SPRINT NEXTEL	CELL PHONES	375.63
					COMMUNICATIONS		
48428	05/31/2012	Printed		21560	US BANK CORPORATE PMT	CREDIT CARD PURCHASES	1,694.70
					SYSTEM		
48429	05/31/2012	Printed		22115	VERIZON CALIFORNIA	TELEPHONES	975.94
48430	05/31/2012	Printed		23436	WILEY PRICE AND	LOCAL 39 TRUST LEGAL FEES	859.00
					RADULOVICH,LLP		

Total Checks: 66

Checks Total (excluding void checks):

405,474.73

Total Payments: 66

Bank Total (excluding void checks):

405,474.73

Total Payments: 66

Grand Total (excluding void checks):

405,474.73

DAILY CASH SUMMARY REPORT

Page: 1
6/5/2012
5:47 pm

05/01/2012 - 05/31/2012

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
Fund: 100 - GENERAL FUND								
71456	2	05/03/2012	CR	100-000-1000	1,000.00	0.00	1,000.00	
71457	2	05/03/2012	CR	100-000-1000	1,774.29	0.00	1,774.29	
71458	2	05/03/2012	CR	100-000-1000	2,528.85	0.00	2,528.85	
71459	2	05/03/2012	CR	100-000-1000	1,829.55	0.00	1,829.55	
71460	2	05/03/2012	CR	100-000-1000	933.31	0.00	933.31	
71461	2	05/03/2012	CR	100-000-1000	52.40	0.00	52.40	
71462	2	05/03/2012	CR	100-000-1000	1,434.00	0.00	1,434.00	
05/03/2012 Daily Totals					9,552.40	0.00	9,552.40	
71463	2	05/10/2012	CR	100-000-1000	20.00	0.00	20.00	
71469	2	05/10/2012	CR	100-000-1000	47.02	0.00	47.02	
05/10/2012 Daily Totals					67.02	0.00	67.02	
71499	8	05/11/2012	CR	100-000-1000	242,927.13	0.00	242,927.13	
05/11/2012 Daily Totals					242,927.13	0.00	242,927.13	
71473	2	05/17/2012	CR	100-000-1000	60.00	0.00	60.00	
71474	2	05/17/2012	CR	100-000-1000	20.00	0.00	20.00	
71475	2	05/17/2012	CR	100-000-1000	20.00	0.00	20.00	
05/17/2012 Daily Totals					100.00	0.00	100.00	
71476	2	05/23/2012	CR	100-000-1000	25.00	0.00	25.00	
71477	2	05/23/2012	CR	100-000-1000	50.00	0.00	50.00	
71478	2	05/23/2012	CR	100-000-1000	50.00	0.00	50.00	
71479	2	05/23/2012	CR	100-000-1000	25.00	0.00	25.00	
71480	2	05/23/2012	CR	100-000-1000	75.00	0.00	75.00	
71482	2	05/23/2012	CR	100-000-1000	150.00	0.00	150.00	
71483	2	05/23/2012	CD	100-000-1000	229.40	0.00	229.40	
71485	2	05/23/2012	CR	100-000-1000	10.00	0.00	10.00	
71487	2	05/23/2012	CR	100-000-1000	61.00	0.00	61.00	
71490	2	05/23/2012	CD	100-000-1000	24.76	0.00	24.76	
71491	2	05/23/2012	CR	100-000-1000	58.55	0.00	58.55	
71493	2	05/23/2012	CR	100-000-1000	50.00	0.00	50.00	
71494	2	05/23/2012	CR	100-000-1000	50.00	0.00	50.00	
71495	2	05/23/2012	CR	100-000-1000	90.00	0.00	90.00	
71497	2	05/23/2012	CR	100-000-1000	1.45	0.00	1.45	
71502	2	05/23/2012	CR	100-000-1000	34,900.00	0.00	34,900.00	
05/23/2012 Daily Totals					35,850.16	0.00	35,850.16	
71504	2	05/24/2012	CR	100-000-1000	18.75	0.00	18.75	
05/24/2012 Daily Totals					18.75	0.00	18.75	
71694	2	05/29/2012	CR	100-000-1000	170.00	0.00	170.00	
71695	2	05/29/2012	CR	100-000-1000	50.00	0.00	50.00	
05/29/2012 Daily Totals					220.00	0.00	220.00	
Fund: 100 - GENERAL FUND					TOTALS:	288,735.46	0.00	288,735.46

DAILY CASH SUMMARY REPORT

Page: 2
6/5/2012
5:47 pm

05/01/2012 - 05/31/2012

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng	
Fund: 120 - LAND DEVELOPMENT FEES								
	71472	2 05/17/2012	CR	120-000-1000	2,063.80	0.00	2,063.80	
	71692	2 05/17/2012	CR	120-000-1000	2,500.00	0.00	2,500.00	
05/17/2012		Daily Totals			4,563.80	0.00	4,563.80	
Fund: 120 - LAND DEVELOPMENT FEES					TOTALS:	4,563.80	0.00	4,563.80
Fund: 218 - SUPPORT LAW ENFORCEMENT								
	71499	10 05/11/2012	CR	218-000-1000	21,897.37	0.00	21,897.37	
05/11/2012		Daily Totals			21,897.37	0.00	21,897.37	
Fund: 218 - SUPPORT LAW ENFORCEMENT					TOTALS:	21,897.37	0.00	21,897.37
Fund: 244 - MICROENTERPRISE LENDING-CDBG								
	71467	3 05/10/2012	CR	244-000-1000	300.00	0.00	300.00	
05/10/2012		Daily Totals			300.00	0.00	300.00	
Fund: 244 - MICROENTERPRISE LENDING-CDBG					TOTALS:	300.00	0.00	300.00
Fund: 250 - TRANSPORTATION								
	71465	2 05/10/2012	CR	250-000-1000	90.00	0.00	90.00	
	71466	2 05/10/2012	CR	250-000-1000	90.00	0.00	90.00	
	71691	2 05/10/2012	CR	250-000-1000	40,069.00	0.00	40,069.00	
05/10/2012		Daily Totals			40,249.00	0.00	40,249.00	
	71693	2 05/23/2012	CR	250-000-1000	90.00	0.00	90.00	
05/23/2012		Daily Totals			90.00	0.00	90.00	
Fund: 250 - TRANSPORTATION					TOTALS:	40,339.00	0.00	40,339.00
Fund: 253 - GAS TAXES								
	71501	5 05/01/2012	CR	253-000-1000	3,992.82	0.00	3,992.82	
05/01/2012		Daily Totals			3,992.82	0.00	3,992.82	
	71503	5 05/30/2012	CR	253-000-1000	5,146.17	0.00	5,146.17	
05/30/2012		Daily Totals			5,146.17	0.00	5,146.17	
Fund: 253 - GAS TAXES					TOTALS:	9,138.99	0.00	9,138.99
Fund: 270 - BEVERAGE RECYCLING								
	71489	2 05/23/2012	CD	270-000-1000	5,000.00	0.00	5,000.00	

DAILY CASH SUMMARY REPORT

05/01/2012 - 05/31/2012

Page: 3
6/5/2012
5:47 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
05/23/2012		Daily Totals			5,000.00	0.00	5,000.00
Fund: 270 - BEVERAGE RECYCLING					TOTALS:		
					5,000.00	0.00	5,000.00
Fund: 280 - Used Oil Grant UOG3-95-1432-31							
71464	2	05/10/2012	CR	280-000-1000	5,000.00	0.00	5,000.00
71470	2	05/10/2012	CR	280-000-1000	350.00	0.00	350.00
05/10/2012		Daily Totals			5,350.00	0.00	5,350.00
Fund: 280 - Used Oil Grant UOG3-95-1432-31					TOTALS:		
					5,350.00	0.00	5,350.00
Fund: 347 - DINKY WAY CLOSURE							
71500	2	05/01/2012	CR	347-000-1000	15,759.28	0.00	15,759.28
05/01/2012		Daily Totals			15,759.28	0.00	15,759.28
Fund: 347 - DINKY WAY CLOSURE					TOTALS:		
					15,759.28	0.00	15,759.28
Fund: 560 - SEWER							
71499	12	05/11/2012	CR	560-000-1000	34,568.66	0.00	34,568.66
05/11/2012		Daily Totals			34,568.66	0.00	34,568.66
71498	2	05/24/2012	CR	560-000-1000	200.00	0.00	200.00
05/24/2012		Daily Totals			200.00	0.00	200.00
Fund: 560 - SEWER					TOTALS:		
					34,768.66	0.00	34,768.66
Fund: 561 - SCSWAD LIFT							
71471	2	05/10/2012	CR	561-000-1000	61.00	0.00	61.00
05/10/2012		Daily Totals			61.00	0.00	61.00
71499	14	05/11/2012	CR	561-000-1000	6,599.72	0.00	6,599.72
05/11/2012		Daily Totals			6,599.72	0.00	6,599.72
71484	2	05/23/2012	CR	561-000-1000	407.00	0.00	407.00
71486	2	05/23/2012	CR	561-000-1000	407.00	0.00	407.00
71496	2	05/23/2012	CR	561-000-1000	407.00	0.00	407.00
05/23/2012		Daily Totals			1,221.00	0.00	1,221.00
Fund: 561 - SCSWAD LIFT					TOTALS:		
					7,881.72	0.00	7,881.72
Fund: 563 - WASTEWATER TREATMENT PLANT							
71499	16	05/11/2012	CR	563-000-1000	13,088.25	0.00	13,088.25

Limited to include: JE Types of: CD,CR

DAILY CASH SUMMARY REPORT

05/01/2012 - 05/31/2012

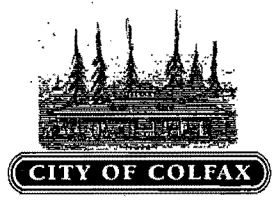
Page: 4

6/5/2012

5:47 pm

City of Colfax

MJE No.	Line	Posting Date	Type	GL Number	Debit	Credit	Net Chng
05/11/2012		Daily Totals			13,088.25	0.00	13,088.25
Fund: 563 - WASTEWATER TREATMENT PLANT					TOTALS:		
					13,088.25	0.00	13,088.25
Fund: 565 - GENERAL OBLIGATION BOND							
71499	27	05/11/2012	CR	565-000-1000	2,977.63	0.00	2,977.63
05/11/2012		Daily Totals			2,977.63	0.00	2,977.63
Fund: 565 - GENERAL OBLIGATION BOND					TOTALS:		
					2,977.63	0.00	2,977.63
Fund: 567 - I & I							
71499	18	05/11/2012	CR	567-000-1000	30,279.20	0.00	30,279.20
05/11/2012		Daily Totals			30,279.20	0.00	30,279.20
Fund: 567 - I & I					TOTALS:		
					30,279.20	0.00	30,279.20
Fund: 570 - GARBAGE							
71499	20	05/11/2012	CR	570-000-1000	11,117.43	0.00	11,117.43
05/11/2012		Daily Totals			11,117.43	0.00	11,117.43
Fund: 570 - GARBAGE					TOTALS:		
					11,117.43	0.00	11,117.43
Fund: 571 - 2% AB939							
71499	22	05/11/2012	CR	571-000-1000	247.40	0.00	247.40
05/11/2012		Daily Totals			247.40	0.00	247.40
Fund: 571 - 2% AB939					TOTALS:		
					247.40	0.00	247.40
Fund: 572 - 27% LANDFILL							
71499	24	05/11/2012	CR	572-000-1000	2,484.49	0.00	2,484.49
05/11/2012		Daily Totals			2,484.49	0.00	2,484.49
Fund: 572 - 27% LANDFILL					TOTALS:		
					2,484.49	0.00	2,484.49
GRAND TOTALS:					493,928.68	0.00	493,928.68



**REPORT TO
COLFAX CITY COUNCIL**

**COUNCIL MEETING OF
June 27, 2012**

Agenda Item No.

To: Honorable Mayor and Members of the City Council
From: City Manager, Bruce Kranz
Date: June 22, 2012
Subject: Consideration of Adoption of Resolution No. 25-2012: A Resolution of the City Council of the City of Colfax Approving Contract With County Of Placer, Department Of Health And Human Services For Animal Control And Care Services For Fiscal Year July 1, 2012 – June 30, 2015

Recommended Action: Adopt Resolution No. 25-2012

ISSUE STATEMENT AND DISCUSSION:

The contract between the City and Placer County for Animal Control Services expires June 30, 2012. Attached is a proposed renewal that will extend the contract until June 30, 2015. The contract amount is \$31,310.52 payable in four quarterly installments of \$7,827.63 each for 2012-2013 and will have an annual adjustment each July 1st.

FINANCIAL AND/OR POLICY IMPLICATIONS:

\$31,311 has been budgeted for Animal Control in the 2012-2013 budget.

CITY OF COLFAX

RESOLUTION NO. 25-2012

APPROVING CONTRACT WITH COUNTY OF PLACER, DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR ANIMAL CONTROL AND CARE SERVICES FOR FISCAL YEAR JULY 1, 2012 – JUNE 30, 2015

WHEREAS, the County of Placer, Department of Health and Human Services (“County”) and the City of Colfax (“City”) are parties to the Animal Control and Care Services Contract (the “Contract”) for the provision of animal services by the County to the City; and

WHEREAS, the County has submitted the attached Contract which provides for Animal Services to the City to be paid quarterly in the amount of \$7,827.63.00 per calendar quarter for Fiscal Year July 1, 2012 – June 30, 2013, subject to an annual adjustment each July 1st; and

WHEREAS, the City Council hereby finds and determines that it is in the best interests of the City to approve the Contract.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Colfax as follows:

1. The foregoing recitals are true and correct statements of fact and are incorporated into this Resolution by this reference.
2. The City Manager is hereby authorized to execute on behalf of the City the form attached to this Resolution and to appropriate and expend all City funds needed to perform the City’s obligation under the Contract

The foregoing Resolution was duly and regularly adopted at a regular meeting of the City Council of the City of Colfax held on the 27th day of June, 2012 by the following vote of the Council:

AYES:

NOES:

ABSENT:

ABSTAIN:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

**CONTRACT FOR SERVICES
PLACER COUNTY DEPARTMENT OF HEALTH & HUMAN SERVICES**

DESCRIPTION: Animal Control and Care Services
CONTRACT NO. _____
BEGINS: July 1, 2012
ENDS: June 30, 2015
ADMINISTERING AGENCY: Animal Services

This is an Agreement made and entered into the first day of July, 2012, between the COUNTY OF PLACER, hereinafter referred to as "COUNTY", and the CITY OF COLFAX, hereinafter referred to as "CITY", both parties being political subdivisions of the State of California.

Whereas, both COUNTY and CITY have the authority to regulate and control animals, and to provide care to stray and unwanted animals, and in conjunction therewith, to impound, take in and care for animals in accordance with the law, and

Whereas, both COUNTY and CITY have the authority to remove dead stray domestic and wild animals from public property and streets, and

Whereas, CITY may not have adequate resources to provide field and enforcement services related to domestic animals within the CITY, or facilities for the care and custody of stray impounded and unwanted animals, and for the adoption of homeless animals, and

Whereas, CITY desires that COUNTY house, care for, and offer animals for adoption at the Placer County Animal Shelter, operated by COUNTY and located at 11251 B Avenue, Auburn, and

Whereas, Government Code Section 51301 allows cities and towns to enter into contracts with counties for the performance of city and town functions, and

Whereas, it is understood and agreed by and between the parties to this Agreement that they wish to enter into this Agreement in order to establish their respective responsibilities in connection with such field and shelter services during the term of this Agreement,

Therefore, in consideration of the mutual covenants and agreements to this Agreement, it is understood and agreed by and between the parties as follows:

1. DESCRIPTION OF SERVICES:

1.1 Animals seized or picked-up by CITY within CITY'S jurisdiction shall be taken to the COUNTY Animal Shelter operated and maintained by COUNTY at 11251 B Avenue, Auburn, CA. COUNTY Animal Shelter shall also accept animals presented by owners or others residing within the jurisdiction of the CITY.

1.2 COUNTY will keep, maintain, and care for animals at the COUNTY Animal Shelter until redeemed by owner or person entitled to custody thereof, or adopted, as governed by California Food and Agriculture Code Sections 31108, 31752, and 31753. Animals displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after a period of ten (10) working days. Animals not displaying a City of Auburn or City of Rocklin license tag shall become available for adoption or euthanasia after the required impound period as mandated by California Food and Agriculture Code Sections 31108, 31752, and 31753.

Adoption and euthanasia procedures shall be performed in accordance with California Penal Code Sections 597 and 599. COUNTY agrees to provide quarantine facilities to CITY and to provide quarantine kennels or kennels for extraordinary circumstances to CITY as a part of this Agreement.

- 1.3 COUNTY agrees to provide CITY with accurate quarterly impound reports regarding the disposition of CITY and COUNTY animals.
- 1.4 COUNTY shall dispose of all dead animals delivered to the Animal Shelter from CITY subject to Chapter 6 of the Placer County Code, and any other applicable laws or regulations.
- 1.5 COUNTY shall perform all functions in accordance with applicable California Penal Code, Health and Safety Code, and Food and Agriculture Code, and Placer County Code requirements, as periodically updated and amended, and in accordance with published California State policy statements regarding standards for animal control and care services. When COUNTY is providing field services to CITY, CITY codes that are in conformance with COUNTY Codes will be enforced by COUNTY in accordance with Chapter 6 of the Placer County Code. CITY codes not in conformity with COUNTY codes shall be enforced by CITY unless authority is delegated to COUNTY through CITY ordinance.
- 1.6 CITY animals with treatable injuries or illness will receive proper veterinary medical treatment as mandated by California Penal Code Section 597.
- 1.7 COUNTY shall perform field services within the incorporated jurisdiction of CITY. The cost of such services shall be included in the quarterly rate calculated as described in Section 5.1. Field services shall include, but are not limited to, responding to citizen complaints relating to domestic animals and livestock; law enforcement relating to dog licensing requirements and humane investigations; impounding strays; animal rescues; dead animal pickup and disposal; rabies control; and assisting other law enforcement and other governmental agencies as required. Field services are provided on a 24-hour per day basis. However, only emergency services dispatched by the Placer County Sheriff's Office are available after 5:00 p.m., weekends, and holidays.
- 1.8 CITY Manager, or authorized designee may request COUNTY to provide additional animal control emergency or other relief services that CITY may desire. A request for services shall not, however, guarantee provision of said services which, if rendered, shall be at the discretion of the COUNTY Director of Animal Services. COUNTY will contact CITY to confirm whether the requested services will be provided. The costs relating to these services shall be additional to the quarterly rate calculated as described in Section 5.1, and shall be paid by CITY to COUNTY as follows:
 - 1.8.1 For any field services performed Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m. the current hourly field service rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.2 For any emergency field services performed Monday through Friday between the hours of 4:00 p.m. and 8:00 a.m., Saturdays, Sundays, or official COUNTY holidays the current hourly after-hours rate shall be charged, as set forth in COUNTY Code Section 2.116.130.
 - 1.8.3 Field services shall include one animal control officer, one animal control vehicle and, if needed, one stock or horse trailer. If additional officers or equipment are required, appropriate fees shall be applied as set forth in COUNTY Code Section 2.116.130.
 - 1.8.4 Rates set forth in this section are subject to annual adjustment by the COUNTY Board of Supervisors. COUNTY shall notify CITY in writing of any such adjustment prior to applying the adjusted rates to services performed for CITY.
- 1.9 COUNTY shall furnish and supply all necessary labor, supervision, equipment, dispatching services, facilities, and supplies necessary to maintain the level of services to be rendered hereunder.

- 1.10 COUNTY shall collect fees from the public, and shall retain all such fees, in addition to payments made by CITY pursuant to this Agreement. Fees that are not direct offsets, such as spay/neuter fees, will be credited to CITY and reflected in the quarterly claim.
2. **DEFINITION OF TERMS:**
- 2.1 **“Animal Shelter”** shall be synonymous with the term “Animal Services Center” as defined in Placer County Code Section 6.04.020.
- 2.2 **“Animal Services”** is defined in Placer County Code Section 6.04.020 when used to describe a County division.
- 2.3 **“Director of Animal Services”** is defined in Placer County Code Section 6.04.020.
3. **AMENDMENTS:** This Agreement constitutes the entire agreement between the parties. Any amendments or changes to this Agreement shall be made in writing, specifying the change(s) and the effective date(s) and shall be executed by duly authorized representatives of both parties. However, in no event shall such amendments create additional liability to CITY or provide additional compensation to COUNTY except as explicitly set forth in this or amended Agreement.
4. **REFERRAL SERVICES ONLY OPTION:** The CITY may choose to discontinue field services (as described in Section 1.7 of this Agreement) during the business hours of 8 am to 5 pm Monday through Friday, with thirty (30) days written notice to COUNTY requesting such option (to reinstate such services this notice is also required). The CITY agrees that if it makes this election:
- 4.1 All other terms in this Agreement shall remain in full force and effect.
- 4.2 Prior to responding to any citizen complaint or request for service during regular business hours, the COUNTY will first refer the complaint and caller information to the City Manager's office for follow-up by the CITY or approval for the COUNTY to respond to the call. If the COUNTY is unsuccessful in contacting the CITY, the COUNTY will respond under the terms set forth in the Agreement. In emergency situations or priority calls, either during regular business hours or after-hours, the COUNTY will respond immediately to the call.
- 4.3 Any reduced costs to the CITY in choosing a referral services option and electing to handle its own calls shall be reflected in the following year's quarterly rate as described in Section 5 of this Agreement.
5. **COMPENSATION:** Per Government Code Section 51350, a county that provides services to a city or town pursuant to contract shall charge the city or town all those costs that are incurred in providing the services so contracted or authorized.
- 5.1 The charges for all services set forth in Sections 1.1 through 1.7 shall be established each July 1st based on the average of costs incurred and fees received that are attributable to CITY over the most recent thirty-six month period for which data is available, to include services provided through March 31st. Charges effective as of July 1, 2012 are **\$7,827.63 per calendar quarter** and shall be subject to annual adjustment as described herein. CITY shall remit payment to COUNTY on a quarterly basis, within 30 days of the end of each calendar quarter.
- 5.2 COUNTY shall notify CITY not later than May 15th of each year of the quarterly charges to be assessed effective July 1st in accordance with Section 5.1, and CITY shall remit payment to COUNTY on a quarterly basis based on this notification.
- 5.3 Charges for services provided in accordance with Section 1.8 shall be billed separately as detailed in Section 1.8. COUNTY shall submit a quarterly claim for any such charges, and CITY shall review, approve, and pay all valid invoices within 30 days of receipt. Invoices for payment shall be submitted to:

City of Colfax
Attn: Accounts Payable
P.O. Box 702
Colfax, CA 95713

6. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2012 through June 30, 2015. COUNTY agrees to complete all services and execute other duties contained within said Description of Services by September 30, 2015. This Agreement shall supersede all previous contracts between CITY and COUNTY for animal shelter and field services.
7. **TERMINATION:** Either party shall have the right to terminate this Agreement without cause; any such termination will be effective thirty (30) calendar days after written notice. CITY shall pay for services on a prorated basis to the date of cancellation, and COUNTY shall refund any payments received in excess of this prorated amount. Prorated amounts shall be based on the quarterly payment applicable at the time of termination.
8. **RECORDS:** COUNTY shall maintain, at all times, complete detailed records with regard to work performed under this Agreement in a form acceptable to CITY, and CITY shall have the right to inspect and copy such records at any reasonable time.
9. **INDEPENDENT CONTRACTOR:** In the performance of this Agreement, COUNTY, its agents and employees are, at all times, acting and performing as independent contractors, and this Agreement creates no relationship of employer and employee as between CITY and COUNTY. COUNTY agrees neither it nor its agents and employees have any rights, entitlement or claim against CITY for any type of employment benefits or worker's compensation or other programs afforded to CITY employees.

COUNTY shall be responsible for all applicable state and federal income, payroll and taxes and agrees to provide any workers' compensation coverage as required by California State laws.
10. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

COUNTY agrees to indemnify and hold harmless CITY and CITY'S employees or agents from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents.

CITY agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of CITY, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries occurring after completion of COUNTY'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve COUNTY from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by COUNTY'S operations regardless if any insurance is applicable or not.
11. **INSURANCE:** It is agreed that CITY and COUNTY shall each maintain at all times during the performance of this Agreement insurance coverage or self-insurance in the amounts of not less than one million dollars (\$1,000,000) to cover all of its operations. specifically, but not limited to, not less than one million dollars (\$1,000,000) general liability, one million dollars (\$1,000,000) automobile liability, and one million dollars (\$1,000,000) workers' compensation.
12. **NOTICES:** All notices required or authorized by this Agreement shall be in writing and shall be deemed to have been served if delivered personally or deposited in the United States Mail, postage prepaid and properly addressed as follows. Changes in contact person or address information shall be made by notice, in writing, to the other party.

If to COUNTY: Richard J. Burton, M.D., M.P.H., Director
Placer County Dept. of Health and Human Services
3091 County Center Drive, Suite 290
Auburn, CA 95603

If to CITY: Bruce Kranz, City Manager
City of Colfax
P.O. Box 702
Colfax, CA 95713

13. **ENTIRETY OF AGREEMENT:** This Agreement contains the entire agreement of COUNTY and CITY with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party which is not contained in this Agreement shall be binding or valid.
14. **VENUE AND JURISDICTION:** The parties enter into this Agreement in the County of Placer, State of California and agree to comply with all applicable laws and regulations therein. Venue is the County of Placer for litigation purposes.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

CITY OF COLFAX

COUNTY OF PLACER

Bruce Kranz, City Manager

Chair, Board of Supervisors

Date: _____

Date: _____

Approved as to Form

Richard J. Burton, M.D., M.P.H., Director
Department of Health & Human Services

Office of City Attorney


Date: _____

Date: _____

Mark Starr, D.V.M., M.P.V.M., Client Services
Director, Community Health, Clinics, and Animal
Services

Date: _____

Approved as to Form



Office of County Counsel

Date: 6-1-12

City of Colfax

Resolution No. 26-2012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLFAX AUTHORIZING THE CITY TO ENTER INTO AN EMPLOYMENT AGREEMENT WITH BRUCE L. KRANZ AS CITY MANAGER

Whereas, the City is in need of a City Manager to perform the duties and functions identified in the Colfax Municipal Code; and,

Whereas, Bruce L. Kranz has been serving the City as City Manager since July 29, 2009; and,

NOW THEREFORE, BE IT RESOLVED that the City of Colfax is entering into the attached agreement with Bruce L. Kranz for City Manager services.

Passed and Adopted this 27th day of June 2012 by the following roll call vote:

Ayes:

Noes:

Absent:

Abstain:

Stephen Harvey, Mayor

ATTEST:

Karen Pierce, City Clerk

EMPLOYMENT AGREEMENT FOR CITY MANAGER (PART-TIME)

THIS EMPLOYMENT AGREEMENT ("AGREEMENT"), is made and entered into effective the 1ST day of July, 2011 (the "Effective Date"), by and between the City of Colfax, a California municipal corporation and general law city (the "City") and Bruce L. Kranz ("City Manager"), both of whom understand and agree as follows:

RECITALS

This Agreement is made with respect to the following facts:

A. The City wishes to employ City Manager as its part-time City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances; and

B. City Manager desires to accept employment by the City as its part-time City Manager, subject to the following terms and conditions and consistent with applicable laws of the State of California and City ordinances.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual promises, terms and conditions of this Agreement, the City and City Manager agree as follows:

Section 1. Employment.

A. The City hereby employs City Manager as part-time City Manager of the City to perform the duties and functions identified in Colfax Municipal Code Title 2, Chapter 2.08, a copy of which is attached as Exhibit A hereto, and other duties and functions as the Mayor and/or the City Council assign either orally or in writing to the City Manager. City Manager hereby accepts employment as part-time City Manager of the City subject to the terms and conditions of this Agreement and agrees (1) to devote up to the maximum allowed time, attention and energies to performing all such duties and functions in a professional and ethical manner to the best of his skill and ability and (2) to use his best efforts to promote and advance the interests of the City. City Manager shall have the authority to execute contracts on behalf of and bind the City for amounts up to and including \$5,000 per contract. With this exception, City Manager agrees that he has no authority to bind the City or any of its elected or appointed officials or commit the City to any course of action without the duly authorized written consent of the Mayor and/or the City Council. City Manager acknowledges that the position of City Manager is a position of high visibility before the public and agrees that he shall conduct himself before the

public and City staff, both during and outside of regular working hours, in a manner that reflects favorably on the City.

B. City Manager's Employment shall be "part-time", with the specific times worked to be arranged with the City Manager for mutual convenience of City Manager and the City. Hours worked may vary from week-to-week and month-to-month to accommodate issues as they arise and financial concerns of City, but it is contemplated that time will be in increments of an hour or more at a time, from 8 to 20 hours per week, not to exceed 960 hours per year.

Section 2. No Other Employment.

City Manager agrees not to undertake any other employment during the term of this Agreement that will diminish the number of hours he has available to lawfully work for the City. City Manager further agrees to confer with the Mayor and/or the City Council or a designated subcommittee thereof before undertaking any projects for organizations other than the City which may require a time commitment by City Manager that may diminish the number of hours he has available to lawfully work for the City.

Section 3. Employment Agreement Controls.

In the event of any conflict or ambiguity between the terms of this Agreement and the Colfax Municipal Code Title 2, Chapter 2.08, the terms of this Agreement shall control.

Section 4. At-Will Employment.

A. This Agreement is effective July 1, 2012 and will expire at 11:59 pm on June 30, 2013, unless it is earlier terminated or extended by mutual written agreement. City Manager agrees that he serves at the pleasure of the City. Either the City or City Manager may, consistent with the provisions of Section 5 of this Agreement, terminate this Agreement and the relationship created hereby at any time for any reason with or without good cause or prior notice.

B. Notwithstanding any other provision of this Agreement or of the Colfax Municipal Code, City Manager shall not be removed from office, except for Good Cause as defined in Section 5 C (iii) below, during or within a period of 30 days prior and 90 days immediately succeeding any general or special election held in the City at which a member of the City Council is elected, or within a period of 90 days immediately after a new member of the City Council is appointed. In this regard, Colfax Municipal Code Title 2, Chapter 2.08, Section 2.08.040 in effect as of the Effective Date is expressly made applicable to City Manager.

Section 5. Termination of Agreement.

A. City Manager may terminate this Agreement and resign as City Manager at any time, for any reason, upon three months prior written notice to the City. Upon receipt of written notice

from City Manager, the City may elect to immediately remove City Manager from his position as City Manager or to allow City Manager to remain as City Manager for all or any part of the three month notice period. If the City removes City Manager from his position as City Manager prior to the expiration of the three month notice period, the City will pay City Manager an amount equal to the salary and benefits that City Manager would have received if he had remained in the City Manager position until the expiration of the three month notice period, less legally required withholdings. If the City advises City Manager that he should continue to perform his duties and functions as City Manager during the three month notice period, and City Manager fails to do so, City Manager will receive no salary or benefits after the last date on which he actually performs his City Manager duties and functions.

B. If the City elects to terminate this Agreement and City Manager's employment without Good Cause as defined in Section 5 C (iii) of this Agreement (hereinafter "Good Cause"), then as of the effective date of termination the term of this contract shall be deemed to have a then remaining term commencing with the effective date of termination and continuing through June 30, 2013. The City will pay City Manager for all earned pay and accrued, unused vacation benefits up to but not including the effective date of termination, less legally required withholdings. In addition thereto, the City will pay City Manager an amount equal to the difference between the 960 maximum hours allowed under this agreement and the actual hours for which City Manager was paid through the effective date of termination. For example, if as of the effective date of termination under this provision City Manager has been paid for 500 hours of service, then upon the effective date of termination City Manager shall be paid for an additional 460 hours of service at his then-current rate of compensation. The intent of this provision is to guarantee that City Manager will be paid for a full 960 hours for fiscal year 2012 – 2013 as incentive for City Manager not to seek employment elsewhere.

- C. (i) If the City elects to terminate this Agreement for Good Cause, it will pay City Manager for all earned pay and accrued, unused vacation benefits at the time it notifies City Manager of the termination decision, less legally required withholdings. City Manager will be entitled to no pay or benefits after the date that the City notifies him that this Agreement and his employment by the City are being terminated for Good Cause. If the City elects to terminate this Agreement with Good Cause, it will provide City Manager with a brief, written explanation for that decision sent to City Manager's last known home address. City Manager shall have no right to be heard publicly by the City Council prior or subsequent to a final vote on his termination and hereby waives any right to be heard publicly under any provision of the Colfax Municipal Code or otherwise. City Manager shall have the right to meet with the City Council in closed session for the purpose of discussing the basis for his proposed termination for Good Cause prior to a final vote on his termination for Good Cause. In order to exercise that right, he must provide a written request to meet in closed session to the Mayor of the City within fifteen days of the effective date of his termination for Good

Cause. Failure to timely provide such written notice shall constitute a waiver of the right to be heard.

(ii) If the City Council proposes to terminate this Agreement and City Manager's employment for Good Cause, the City Council may consider granting City Manager, upon City Manager's request, the opportunity to cure the proposed reason for termination within a thirty (30) business day period after City Manager is advised of the reason the City Council is considering termination of this Agreement and City Manager's employment.

(iii) For purposes of this Section 5, "Good Cause" includes without limitation, as determined in the sole discretion of the City, any of the following: (1) neglect of or failure to adequately perform the essential duties or functions of City Manager, (2) insubordination, (3) dishonesty, (4) embezzlement, (5) violation of Federal, State or local requirements pertaining to conflict of interest, (6) appearance of a conflict of interest, (7) conviction of a criminal act, other than minor traffic violations or similar offenses, which is likely to have a material adverse impact on the City or City Manager's reputation, (8) involvement in any act involving moral turpitude that would compromise City Manager's effective performance as City Manager, (9) taking a position adverse to the interests of the City without the City's prior written consent, (10) violation of any fiduciary duty owed to the City, (11) proven failure of City Manager to observe or perform any of his duties and obligations under this Agreement or (12) inability to perform the essential duties and functions of the City Manager position as referred to in Section 6 of this Agreement.

(iv) If termination of this Agreement is the result of the death of City Manager, the City shall pay all salary and benefits due up to and including City Manager's date of death to City Manager's legal heir(s).

D. In the event this Agreement is terminated by the City or City Manager for any reason, the City and City Manager agree that neither party shall make any written or oral statements to members of the public, the press, or any City employee concerning City Manager's termination except in the form of a joint press release or statement which is mutually agreeable to both parties. The joint press release or statement shall not contain any text or information that is disparaging to the City or City Manager. Either party may orally repeat the substance of the joint press release or statement in response to any inquiry.

Section 6. Inability To Perform Essential Duties and Functions.

City Manager agrees that if he is unable to perform the essential duties and functions of the City Manager position for any reason for more than 60 consecutive calendar days, the City may terminate this Agreement. If the City elects to terminate this Agreement based on City Manager's inability to perform the essential duties and functions of the City Manager position, it will so advise City Manager in a writing sent to City Manager's last known home address. At the time the City provides such notice, it will pay City Manager for all earned pay and accrued, unused vacation benefits, less legally required deductions.

Section 7. Compensation

A. Base Compensation

The City agrees to pay City Manager for the performance of his duties and functions an initial compensation of \$78.125 per hour of service under this Agreement. Anticipating that City Manager will provide the maximum allowed 960 hours of service under this Agreement, City Manager will be paid \$6,250.00 per month, less legally required deductions. At the conclusion of the initial term of this Agreement, or any extension or renewal thereof, the monthly salary shall be adjusted to reflect the actual hours of City Manager's service during that interval provided, however, that in no case shall City Manager be compensated for more than 960 hours per fiscal year. City Manager's salary will be paid in installments at the same time that other employees of the City are paid, prorated for any partial month of service. The City shall have the right to increase City Manager's base annual salary at any time. Any adjustment to City Manager's salary must be authorized in writing by the City. City Manager shall not be entitled to receive payment or credit for, and the City shall not pay or credit City Manager for, overtime, compensated time off in lieu of overtime or other compensation except as expressly provided in this Agreement. City Manager acknowledges that the position of City Manager is exempt from the provisions of the Fair Labor Standards Act (FLSA).

B. Performance Based Bonus

If the City Council, in its sole discretion, concludes that City Manager has performed satisfactorily as City Manager, the City may award City Manager a performance based bonus of not more than 10% of his then base compensation, prorated on an annual basis, which bonus may be paid to City Manager in the form of additional salary, additional benefits, or in such other manner as City Manager and the City agree. Annual bonuses paid pursuant to this Section shall not, unless otherwise specified in writing, constitute or create an increase in City Manager's base compensation. Each year, the City and City Manager shall negotiate the criteria to be used in evaluating City Manager's performance and shall reduce said criteria to a mutually signed writing.

Section 8. Benefits

During the term of this Agreement and his employment hereunder, City Manager shall be entitled to receive the following benefits on the same terms and conditions as other City department heads:

- A. Vacation: 15 days per year, accrued at the rate of 10 hours per month commencing on the Effective Date.
- B. Holidays: consistent with the City's holiday policy.
- C. Sick Leave: 8 hours per full month of service for use due to a bona fide illness, off-duty injury or confinement for medical treatment. City Manager's maximum accrual of sick leave shall be as provided to other City employees.
- D. Bereavement Leave: consistent with the City's policy.

Section 9. Automobile

City Manager understands that the City does not provide a vehicle for City Manager's use and that City Manager shall be required to use his privately owned vehicle on City business from time-to-time. City Manager shall be reimbursed for mileage actually driven on City business at the current IRS standard mileage rate of \$0.55 per City business mile driven, as such mileage rate may be adjusted from time-to-time. At all times during this Agreement, City Manager shall keep and maintain a policy of comprehensive automobile insurance (Bodily Injury and Property Damage) on owned, leased and non-owned vehicles used in connection with City business of no less than \$500,000 combined single limit per occurrence. Proof of such insurance shall be provided to the City's risk manager. The City Manager's insurance coverage shall be primary as respects the City, its officers, agents, employees and volunteers. Any insurance kept or maintained by the City, its officers, agents, employees and volunteers shall be excess of City Manager's and shall not contribute with it.

Section 10. Performance Evaluations

The City shall review and consider City Manager's performance as City Manager as close as reasonably possible to July 1 of each year while this Agreement remains or any renewal or extension hereof in effect. The review shall be discussed with City Manager and reduced to writing, and shall only cover the annual period of performance being reviewed.

Section 11. Confidential Information.

City Manager agrees that he will not reveal any confidential information about the City or City employees that he learns while performing the duties and functions of City Manager.

Section 12. City Property

City Manager agrees that all materials, regardless of their form, that he receives, creates or produces in connection with this Agreement and/or his employment as City Manager are and will remain the exclusive property of the City. City Manager will immediately deliver all originals and all copies of such materials that are in his possession or control to the City upon termination of this Agreement or upon any request from the Mayor and/or the City.

Section 13. Assistance in Litigation

City Manager agrees that he will furnish information and proper assistance to the City as it may reasonably require with any litigation in which it is or may become involved, either during or after the termination of this Agreement. City Manager further agrees that he will not discuss, reveal or convey any information or documents pertaining to the City to any person or entity, or to any attorney for or representative of any person or entity, with actual or potential claims adverse to the City except pursuant to duly issued legal process or as otherwise authorized by the City. City Manager agrees to notify the City immediately upon receipt of any legal process pertaining to the City.

Section 14. Alternative Dispute Resolution

(a) City Manager and the City agree that in the event there is a dispute that arises from or relates to this Agreement, to City Manager's employment as City Manager or his termination or resignation from that position, or to the amount of pay or benefits which City Manager is owed by the City, then before resorting to mediation, arbitration or other legal process, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council shall first meet and confer and attempt to amicably resolve any such dispute subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within 30 days after provision of that written notice by the party desiring to meet and confer, City Manager and a committee of two elected City Council members appointed by the Mayor and approved by a majority of the City Council and shall meet in person and attempt to amicably resolve their dispute. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in sub-Section 14 (b) below. Any resolution shall be subject to approval by a majority of the City Council.

(b) Subject to the provisions of sub-Section 14 (a), any dispute that remains unresolved after the meet and confer shall immediately be submitted to non-binding neutral mediation before a mutually acceptable, neutral retired judge or justice at the nearest office of the Judicial Arbitration and Mediation Service (JAMS). If within five days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the nearest office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the

neutral mediation a list of at least five neutral arbitrators, including their resumes, whose availability for an arbitration hearing within 30 days after the mediation has been confirmed.

(c) If mediation is unsuccessful, then before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties shall submit selection of an arbitrator to the mediator, whose selection of an arbitrator shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the San Francisco or Walnut Creek Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement. The award of the arbitrator shall be subject to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. The City shall pay the costs incurred with JAMS for the arbitration. The arbitration hearing shall last as long as is reasonably necessary for the arbitrator to decide all issues in dispute. Both parties shall be allowed to present to the arbitrator all legal and equitable claims available to them under law.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL.

BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 14. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THIS AGREEMENT TO ALTERNATIVE DISPUTE RESOLUTION AS PROVIDED IN THIS SECTION 14.

City Initial: _____ City Manager's Initials: _____

Section 15. Indemnification

This section was intentionally omitted.

Section 16. Governing Law

This Agreement will be construed and enforced in accordance with the laws of the State of California.

Section 17. Headings

The headings used in this Agreement are provided for convenience only and may not be used to construe meaning or intent.

Section 18. Assignment

Neither this Agreement nor any interest in this Agreement may be assigned by City Manager without the prior express written approval of the City.

Section 19. Severability

If any provision or portion of this Agreement is held to be invalid or unenforceable, this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable provision(s) or portion(s) had never been included.

Section 20. Notices

Notices pursuant to this Agreement shall be given in writing and shall be deemed given when personally served upon the person to whom addressed or when mailed by certified or registered mail and deposited with the United States Postal Service, postage prepaid and addressed as follows:

City: Mayor, City of Colfax
33 S. Main Street
Colfax, CA 95713

City Manager:

Bruce L. Kranz
960 Pine Hill Road
Colfax, CA 95713

Section 21. Modification

This Agreement may only be modified in a writing signed by the City and the City Manager.

Section 22. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, and contains all agreements between City Manager and the City regarding his employment as City Manager. City Manager and the City agree that no representations, inducements, promises or agreements, oral or otherwise, have been made to either party, or anyone acting on behalf of either party, which are not stated herein, and that no agreement, statement, or promise not contained in this Agreement will be valid or binding on either party.

Section 23. Effective Date

This Agreement will become effective on July 1, 2012.

City of Colfax

By: _____
Stephen Harvey
Mayor, City of Colfax

Bruce L. Kranz
City Manager

ATTEST:

Approved As To Form

Karen Pierce
City Clerk

Alfred A. Cabral
City Attorney